



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

OPC; OPR

Introduction

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession.

This matter was scheduled to be heard by teleconference on October 24, 2017, at 9:30 a.m. The Landlord, her interpreter and her agent attended the Hearing. The teleconference remained open and monitored for 20 minutes, but neither of the Tenants attended the Hearing.

The Landlord and her agent testified that the Landlord served each of the Tenants with the Notice of Hearing documents by handing the documents to the Tenants on August 15, 2017, at the rental unit. I find that the Tenants were duly served with the Notice of Hearing documents. The Hearing continued in their absence.

Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Background and Evidence

The Landlord provided the following documentary evidence and affirmed oral testimony:

The Landlord provided copies of three Notices to end the tenancy. Two Notices were for Cause and were issued on January 15 and February 13, 2017. The third Notice is a Notice to End Tenancy for Unpaid Rent, issued August 5, 2017.

Monthly rent is \$900.00, due on the 1st day of each month. The Landlord testified that the Tenants did not pay rent when it was due on August 1, 2017. The Notice to End Tenancy for Unpaid Rent was posted to the Tenants' door on August 5, 2017.

The Landlord stated that the Tenants paid \$900.00 "in October", but that the Landlord told the Tenants she was not reinstating the tenancy. The Tenants have not moved out of the rental unit and the Landlord is still out \$1,800.00 in loss of revenue.

Analysis

I accept the Landlord's and her agent's undisputed affirmed testimony in its entirety.

Section 46 of the Act provides that a tenant has 5 days after receipt of a Notice to End Tenancy for Unpaid Rent to either pay the outstanding rent, or to make an Application to cancel the Notice.

Pursuant to the provisions of Section 90(3) of the Act, I find that the Tenants were deemed served with the Notice to End Tenancy for Unpaid Rent on August 8, 2017. The Tenants did not pay the outstanding rent or make an application to dispute the Notice to End Tenancy within 5 days of receipt of the Notice. Pursuant to the provisions of Section 46(5)(a) of the Act, I find that the Tenants are conclusively presumed to have accepted that the tenancy ended on August 18, 2017.

I accept the Landlord's testimony that she did not reinstate the tenancy in October, 2017, and that the Tenants are aware that she accepted the \$900.00 for use and occupancy only.

The tenancy has ended under the Notice to End Tenancy for Unpaid Rent and therefore I make no determination with respect to the validity of the other two Notices which were issued for cause.

Conclusion

The Landlord is hereby provided with an Order of Possession, **effective 2 days after service of this Order upon the Tenants**. This Order may be filed in the Supreme Court of British Columbia for enforcement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 24, 2017

CORRECTED: NOVEMBER 9, 2017

Residential Tenancy Branch